

F07-1702

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

Deutsche Bank National Trust Company,)
as Trustee of Argent Mortgage)
Securities, Inc., Asset Backed Pass-)
Through Certificates, Series 2005-W5)
Under the Pooling and Servicing)
Agreement Dated as of November 1,)
2005, Without Recourse)

Plaintiff)

v.)

Demetrius Jones, aka,)
Demetrius J. Jones)
4530 Monticello)
Cleveland, OH 44143)

CASE NO.:

JUDGE:

COMPLAINT WITH NOTICE
UNDER THE FAIR DEBT COLLECTION
PRACTICES ACT ATTACHED

Lisa Jones, aka,
Lisa L. Jones
4530 Monticello
Cleveland, OH 44143

Permanent Parcel
No.: 687-15-071

CitiMortgage, Inc., Successor by Merger
With CitiFinancial Mortgage Company, Inc.
Successor by Merger with
Ford Consumer Finance Company, Inc.
1000 Technology Drive
O'Fallon, MO 63368-2240

Delta Funding Corporation
c/o Delta Funding Corporation,
Servicing Agent
1000 Woodbury Road, Suite 200
Woodbury, NY 11797

City of Cleveland Heights
40 Severance Circle
Cleveland Heights, OH 44118

United States of America
c/o U.S. Attorney General
Department of Justice
950 Pennsylvania Avenue
Washington, DC 20530

United States of America
Department of the Treasury,
Internal Revenue Service
400 United States Court House
801 West Superior Avenue
Cleveland, OH 44113-1852

Defendants

JURISDICTION AND VENUE

1. Jurisdiction is established by 28 U.S.C. Section 1332(a)(1). The citizenship of the parties is diverse and the amount in controversy exceeds the jurisdictional requirement. Plaintiff is a federally chartered non-depository trust company with its principal place of business in California. The defendant/mortgagor is a citizen of the state of Ohio. Venue is proper in the Northern District of Ohio, Eastern Division as the real property which is the subject of this action is located in this district.

FIRST COUNT

1. Plaintiff says that it is the holder of a certain promissory note, a copy of which is attached hereto, marked Exhibit "A", and made a part hereof; that by reason of default in the payment of the note and mortgage securing same, it has declared said debt due; and, that there is due and unpaid thereon the sum of \$125,056.99, plus interest at the rate of 8.55% per annum or as that rate by be adjusted pursuant to the terms of the Note, from December 1, 2006.

SECOND COUNT

1. Plaintiff incorporates herein by reference all of the allegations contained in its first count, and further says that it is the holder of a certain mortgage deed, securing the payment of said promissory note, a copy of which mortgage deed is attached hereto, marked Exhibit "B", and made a part hereof; and, that said mortgage is a valid and first lien upon the premises described in said mortgage deed.

2. Plaintiff says that the conditions of said mortgage deed have been broken, by reason of default in payment and the same has become absolute; and, that the defendants named in this complaint have or claim to have an interest in the premises described in Exhibit "B".

3. Plaintiff says that pursuant to the covenants and conditions of said mortgage deed it has and/or it may, from time to time during the pendency of this action, advance sums to pay real estate taxes, hazard insurance premiums and property protection and maintenance, which sums so advanced are a good and valid first lien upon the premises described in Exhibit "B". Plaintiff further says that it has performed all of the conditions precedent required to be performed by it.

4. Plaintiff further says that the defendant, United States of America, has or claims to have an interest in the premises by virtue of one Federal Tax Lien, a copy of which is attached hereto, marked Exhibit "C" incorporated herein by reference.

WHEREFORE, plaintiff demands judgment against the defendant, Demetrius Jones, for the sum of \$125,056.99, plus interest at the rate of 8.55% per annum from December 1, 2006; that the defendants named herein be required to answer and set up any claim that they may have in said premises or be forever barred; that the plaintiff be found to have a first lien on said premises for this amount so owing, together with its advances made pursuant to the terms of the mortgage for real estate taxes, insurance premiums and property protection and maintenance; that upon failure to pay said amount within three (3) days thereafter, said premises be ordered appraised, advertised and sold according to law; that from the proceeds of said sale, the plaintiff be paid the amount so

found due it; and, that plaintiff be awarded such other and further relief as equity entitles it to receive.

/S/ James L. Sassano

CARLISLE, McNELLIE, RINI,
KRAMER & ULRICH

BY: JAMES L. SASSANO (0062253)

Attorney for Plaintiff

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Cleveland, OH 44122-4531

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NOTICE UNDER THE FAIR DEBT COLLECTION
PRACTICES ACT, (the Act),
15 U.S.C. Section 1692 As Amended

1. As of March 23, 2007 you owe \$131,757.51, which sum is broken down as follows: principal balance, \$125,056.99; interest, \$4,203.34; escrow, \$1,213.00; suspense balance, (0); fees, \$28.00; recoverable balance, \$8.50, and accumulative late charges, \$194.68 and costs, \$1,053.00. Because of interest, and other charges that will vary from day to day, the amount due will differ depending on the day you pay. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the law firm listed below or call (216) 360-7200.
2. Deutsche Bank National Trust Company, as Trustee of Argent Securities, Inc., Asset Backed Pass-Through Certificates, Series 2005-W5 Under the Pooling and Servicing Agreement Dated November 1, 2005, Without Recourse is the creditor to whom the debt is owed.
3. The debt described herein will be assumed to be valid by the Creditor's law firm, unless the debtor(s), or either one of them, within thirty (30) days after the receipt of this notice, dispute the validity of the debt or some portion thereof. Please note that notwithstanding the foregoing, you are still responsible under state law to file a response to the Complaint, to which this Notice is attached, within twenty-eight (28) days. This twenty-eight (28) day period and the thirty (30) day period mentioned above both commence the day after you receive the Complaint. If you are uncertain of your rights or obligations under this Notice or the Complaint, or if you have any questions concerning the proceedings that have been commenced by the filing of the Complaint, you should consult an Attorney of your choice.

4. If the debtor(s) notifies the Creditor's law firm in writing within thirty (30) days of the receipt of this Notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor(s) by the Creditor's law firm.
5. If Deutsche Bank National Trust Company, as Trustee of Argent Securities, Inc., Asset Backed Pass-Through Certificates, Series 2005-W5 Under the Pooling and Servicing Agreement Dated November 1, 2005, Without Recourse is not the original creditor, and if the debtor(s) makes a request to the Creditor's law firm within thirty (30) days from the receipt of this Notice, the name and address of the original creditor(s) will be mailed to the debtor by the Creditor's law firm.
6. Written requests should be addressed to Carlisle, McNellie, Rini, Kramer & Ulrich Co., L.P.A., 24755 Chagrin Boulevard, Suite 200, Cleveland, Ohio 44122. ** This law firm is attempting to collect the debt on behalf of the creditor and any information obtained will be used for that purpose.**